

MDES

Request For Proposal

**For
Supportive Services**

**Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213**

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TO: Prospective Offerors

FROM: Ms. Tommye Dale Favre, Executive Director, Mississippi Department of Employment Security

SUBJECT: Request for Proposals (RFP) for Supportive Services

1.0 SERVICES AND PRICES

The Mississippi Department of Employment Security (MDES) is the state grantee of the United States Department of Labor National Emergency Grant (NEG). The purpose of the grant is to provide training, support services and temporary jobs to individuals impacted by Hurricane Katrina. Such individuals must be eligible to receive supportive services and/or needs related payments through the NEG grant, including services and/or payments related to the Working Your Way Back Home program.

The objective of this proposal is to develop a mechanism to process payment of support services to eligible NEG participants. Payments will be made to individuals based on the MDES Needs Related Payment and Support Services policies included as Attachment C and D. WIN Job Center staff will determine NEG participant eligibility and level of support service payments.

MDES is seeking sealed proposals to establish a contract for certain supportive services. These services required are detailed in 2.0 Statement of Work.

The contract to be awarded will be a fixed price agreement based on a percentage mark-up over participant payments and will require services to be performed by one selected "Contractor".

2.0 STATEMENT OF WORK

The MDES is requesting sealed proposals from contractors who will support MDES in the following aspects of the provision of support services payments to individuals participating in the NEG program.

- ☐ Coordination with MDES WIN Job Centers to process payments on a statewide basis to NEG participants
- ☐ Timely payments to NEG participants
- ☐ Maintenance of documentation that supports payments to individuals. Documentation must be maintained in an electronic database. Vendor must be able to transmit data to MDES electronically as requested.
- ☐ Compliance with guidelines established in NEG policies inclusive of time restrictions and monetary levels.
- ☐ Provide weekly itemized (electronic) invoices.

- ❑ Make records associated with payments available to MDES at any time for review and audit at discretion of MDES.

3.0 DURATION

The term of the Supportive Services Contract shall be from November 10, 2006, or upon signature of both parties, through June 30, 2007 with an option to renew for a six month period provided, however, that any contract extension shall be under the same prices, terms, and conditions as in the original contract, and shall be agreed to, in writing, by the State and the Contractor. The period of performance under the initial contract term and under any extension shall be conditioned upon the receipt of funds and satisfactory performance as determined by MDES.

4.0 RELATIONSHIP OF PARTIES

It is expressly understood and agreed that MDES enters into a contract with a Contractor based on the purchase of support services and not based on an employer-employee relationship or a joint venture relationship. For all purposes under this contract:

1. The Contractor shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be an employee of MDES. Contractor will be an independent Contractor.
2. Amounts paid to the Contractor under a contract will be paid as a gross sum with no withholdings or deductions being made by MDES for any purpose.

5.0 CONTRACT ADMINISTRATION

The contract awarded subsequent to this solicitation shall be administered by the MDES. All invoices submitted by the Contractor for payment of services performed pursuant to the contract shall be submitted as follows:

Chief Fiscal Officer
Mississippi Department of Employment Security
P.O. Box 1699
Jackson, MS 39215-1699

The MDES will provide timely payment for services in accordance with Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the Agency within forty-five (45) days of receipt of invoice.

6.0 CONTRACTOR SPECIFIC REQUIREMENTS

The Provider must possess experience in providing the same or similar services and must have the capacity to adequately administer required activities and safeguard the public funds.

- 6.1** The Provider must have adequate resources inclusive of staff and payment processing equipment.
- 6.2** The Provider must maintain confidential documents in a secure location.
- 6.3** The Provider must have experience with grant funds and administration. Experience with the State through a contractual or employee relationship is preferred.
- 6.4** The Provider must provide most recent audit report inclusive of all audit exceptions and findings and must provide a statement related to any audit exceptions and findings within past 3 years.
- 6.5** The Provider must be in compliance with all state and federal laws, regulations and policies, including, but not limited to unemployment insurance laws and must be current on all taxes and reimbursements due, related to state unemployment insurance payments.

7.0 COMPENSATION FOR SERVICES

Compensation for services will be in the form of a fixed price agreement based on a percentage mark-up of payments to participants established by the MDES. The Agency has \$2.1 million budgeted for payments to participants. The Contractor understands and agrees that MDES is exempt from the payment of taxes. Any other special provisions must be noted.

8.0 CONTRACTOR REQUIREMENTS FOR PROPOSAL

8.1 References:

Each prospective Contractor must furnish, with their proposal, a listing of at least three (3) references. These references should be familiar with the offeror's abilities in the areas involved with this solicitation. The list shall include the name and telephone number of the reference. MDES will use these references to evaluate the prospective Contractor's ability to perform the services.

8.2 Resume:

Offeror must include a resume that includes education and experience in the areas described in 2.0 Statement of Work. The Agency will use the resume to evaluate the prospective Contractor's experience and qualifications to perform the required services.

8.3 Additional Information:

Prospective Contractor must furnish information about similar work performed and any other information that demonstrates the offeror's expertise and abilities in the areas of the solicitation. MDES will use this information to evaluate the prospective Contractor's abilities, qualifications, and experience.

8.4 Cost:

Prospective Contractor must furnish the percentage mark-up required on participant payments.

9.0 LIST OF ATTACHMENTS AND FORMS

The following are included as attachments to this request. **Attachments A & B contain all of the forms that must be completed and submitted as part of the proposal.**

Attachment A – Vendor Statement of Compliance (to be signed by offeror)

Attachment B – References/Resume/Additional Information/Cost Sheet

Attachment C – Needs Related Payment Policy

Attachment D – Supportive Services Policy

Enclosure - Contains a sample of the contract to be awarded as a result of this solicitation.

10.0 INSTRUCTIONS, CONDITIONS, AND NOTICES FOR PROPOSAL

10.1 Issuing Office

This RFP is issued for the State of Mississippi by the MDES. The MDES reserves the right, without qualifications, to select any proposal as a basis for negotiation, to reject all proposals not meeting minimum requirements and to exercise its discretion and apply its judgment with respect to any proposal submitted. The MDES will conduct interviews once proposals have been evaluated. The individuals with the two highest rated proposals will be contacted for an interview with MDES. The MDES also reserves the right to make a contract award based on the submitted proposals and interviews conducted without conducting additional discussions and to interview additional offerors if considered necessary by MDES.

10.2 Schedule of Activities and Submission

RFP Issue Date
Questions due to MDES
MDES Written Responses

September 18, 2006
September 28, 2006
October 4, 2006

Proposal Opening	2 P.M. CST	October 10, 2006
Vendor Selected		October 16, 2006
Contract Effective Date		November 10, 2006 or upon signature of both parties

Proposals must be submitted with one original and two (2) copies of the entire proposal. **All proposals must be received by the MDES no later than 2:00 p.m. CST, October 10, 2006.**

It is suggested that if a proposal is mailed to the MDES, it should be posted in certified mail with a return receipt guaranteed. The MDES will not be responsible for mail delays or lost mail.

Proposals should be mailed to and labeled as follows:

Proposal for Supportive Services
Mississippi Department of Employment Security
Chief, Procurement & Other Services
P.O. Box 1699
Jackson, Mississippi 39215-1699

SEALED PROPOSAL – DO NOT OPEN

Or delivered and labeled as follows:

Proposal for Supportive Services
Mississippi Department of Employment Security
Chief, Procurement & Other Services
1235 Echelon Parkway
Jackson, Mississippi 39213

SEALED PROPOSAL – DO NOT OPEN

Submission Deadline: 2:00 p.m., CST, October 10, 2006

- a. Proposals shall be submitted in sealed envelopes or packages addressed to the Department specified above.
- b. One (1) original and two (2) copies shall be submitted.
- c. Receipt or acceptance of a proposal does not imply commitment or obligation on the part of the State of Mississippi to fund any proposal submitted.
- d. The parties submitting proposals are responsible for ensuring that they are delivered by the required time and assume all risks of delivery. **Proposals and modifications or corrections thereof received after the closing time specified will not be considered.**

Any proposal received subsequent to the specified date and time will be returned to the prospective Contractor unopened. The proposal must be signed by a company official with authorization to bind the Contractor to its provisions.

- e. Proposals submitted by wire, e-mail, electronic format, or phone will not be accepted. Proposals are to be submitted in writing with appropriate certification signatures as indicated.
- f. All proposal material submitted in writing shall become the property of the MDES.**
- g. Proposals will not be opened publicly. Proposals will be made available for inspection only after award of contract.
- h. The proposal shall be valid for at least 60 days subsequent to the proposal opening.

3. Scope of Services

It shall be incumbent upon all offerors to understand the provisions of the scope of services and to obtain clarification prior to the date set for the receipt of proposals. Offerors are responsible for following up to see that any correspondence or communications are properly received.

4. Response to Inquiries

All questions pertaining to this RFP must be submitted in writing to the above address by September 28, 2006. Inquiries may also be submitted via email to ctouchstone@mdes.ms.gov or by fax to (601) 321-6060 and must be received by MDES by the date indicated above. Questions submitted after this date will not be considered. Vendors shall provide an email address or fax number for MDES to direct the consolidated "question and answer" document. MDES answers will be provided in writing and transmitted via email or fax to all prospective vendors who are known to have received a copy of the original RFP. The RFP and the consolidated "question and answer" document will be posted on the MDES website (www.mdes.ms.gov then click on *RFPs and Bid Notices*). Only answers transmitted in this manner will be considered official and valid by the MDES. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any State or Agency employee or contractor.

5. Proprietary Information/ Mississippi Public Records Act

Proposals will be made available for inspection only after award of contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire proposal as proprietary or trade secret is not acceptable and may result in rejection of the proposal. Requests to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of proposal information to interested parties will be made in compliance with MDES policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 25-61-1 et seq., of the Mississippi Code and exceptions found in Sections 25-61-9 and 79-23-1.

6. Acceptance of Proposals

The MDES reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is one that does not affect the cost stated in the proposal, give one party an advantage or benefit not enjoyed by all parties or adversely impact the interest of the MDES. Waivers, when granted, shall in no way modify the RFP requirements or excuse a party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

7. Rejection of Proposals

Any proposal may be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Personal Service Contract Review Board regulations. Reasons for rejecting a proposal include, but are not limited to:

- a. The proposal contains unauthorized amendments to the requirements of the RFP.
- b. The proposal is conditional.
- c. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
- d. The proposal is not signed by an authorized representative of the party.
- e. The proposal contains false or misleading statements or references.
- f. The offeror is determined to be non-responsible.
- g. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
- h. The proposal price is clearly unreasonable.
- i. The proposal is not responsive, i.e., does not conform in all material aspects to the RFP.
- j. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternative or other acceptability criteria set forth in the RFP.

8. Disposition of Proposals

All submitted proposals become the property of the State of Mississippi.

9. Conditions of Solicitation

The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the MDES to execute a contract with any party. The MDES reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDES.

Before preparing the proposal, all parties should note:

- a. The MDES will not be liable for any costs associated with the preparation of proposals.

- b. The award of a contract for any proposal is contingent upon the following:
 - 1) favorable evaluation of the proposal
 - 2) favorable interview evaluation
 - 3) approval of the Personal Service Contract Review Board
- c. Contracted parties will be required to assume full responsibility for all specified services and may subcontract only as specified in the RFP.

10. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time before award.

11. Proposal Modifications

Any requests to modify proposals must be submitted in writing by the Primary offeror. All requests for modification must be submitted prior to the application submission deadline.

12. Amendments to Proposal Specifications

The MDES reserves the right to issue amendments to these guidelines. If it becomes necessary to amend said guidelines, the MDES will provide copies of the amendments to all persons that requested a copy of the RFP.

13. Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by the MDES by the time and at the place specified for receipt of proposals.

14. Information Regarding References

It is understood and agreed that the MDES reserves the right to request information relative to references.

15. Availability of Funds

If any contract ensues from this RFP and subsequent procurement process, it is understood and agreed between the contracting parties that the Agency shall be bound only to the extent of the funds available or which may become available for the purpose to this solicitation.

16. Award

The award, if made, will be by the Agency within sixty (60) days after opening the proposals. After the award is made by the Agency, a contract will be forwarded to your company for approval and execution. Actions taken by a proposer prior to the final approval of the contract will be at the Proposers "OWN RISK" and the MDES will not be held liable for such action. In

the event the successful Offeror fails to accept and sign the mutually negotiated contract, that Offeror shall be disqualified and the MDES shall initiate negotiations with the next highest ranked Offeror or cancel the procurement.

17. Equal Opportunity

Contracts, grants, loans, purchases and all other financial transactions are administered by the MDES equally to all without regard to race, color, creed, sex, religion, national origin, disability, or age. In addition, the Offeror understands that the MDES is an equal opportunity employer and maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other unlawful consideration. During the term of the contract, the Contractor must strictly adhere to this policy in its employment practices and provision of services.

18. Applicable Laws

The Offeror is responsible for complying with all applicable federal, state, and local laws and regulations.

19. Governing Law

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi and any litigation with respect thereto shall be brought in the courts of Jackson, Hinds County, Mississippi.

20. Representation Regarding Gratuities

The offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

21. Certification of Independent Price Determination

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any consultation, communication or agreement with any other offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

22. Procurement Regulations

Any resulting contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

23. Evaluation Process

Proposals will be evaluated based on the following criteria, each of which is listed as critical, very important and important.

- a. The degree of clarity and completeness of response to the specific requirements of the solicitation. **Important**
- b. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). **Critical**
- c. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be available at the time of contracting. **Important**
- d. A record of past performance of similar work. **Very important**
- e. Cost. **Important**

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth above.

The MDES reserves the right to reject any and all proposals, to negotiate with the best proposed offer, to address issues other than those described in the proposal, to award a contract to other than the low Offeror, and to not make any award if it is determined to be in the best interest of the agency.

NOTE: The Agency will restrict the availability of the proposals during the evaluation process so as to improve the efficiency of the evaluation and award process. After award is made, all information and documents applicable to the awarded contract, will be available to any business or person during normal working hours.

24. Contract Documents

Prospective Contractors are advised that this RFP and their proposal, should it be accepted, will become part of the final contract. Precedence of contractual documents will be Contract, RFP, and Proposal (as accepted).

ATTACHMENT A: VENDOR STATEMENT OF COMPLIANCE

Prospective Contractor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, brokerage, or other contingent arrangement to secure this contract.

Debarment

The prospective Contractor certifies as a part of such Contractor's proposal that such Contractor is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contract issued by any political subdivision or agency of the State.

By submission of this proposal, I have agreed to adhere to **all conditions and requirements**, as set forth in the MDES Request for Proposal, including all the contract conditions contained in the draft contract enclosed. I further understand that my failure to comply with all requirements and qualifications will result in disqualification of my proposal relative to this procurement action. I have submitted appropriate documentation and completed proposal form(s) as necessary to substantiate this evaluation. If inadequate, my proposal will not meet the proposal requirements and will be evaluated as "Not Meeting Specifications."

To concur, sign below:

OFFEROR: _____ Date: _____

ATTACHMENT B
Mississippi Department of Employment Security
1235 Echelon Parkway
P. O. Box 1699
Jackson, Mississippi 39215-1699

Request for Proposal – References /Resume/Additional Information/Cost Sheet

Supportive Services

RFP 07-03

Offeror _____

Address _____

1.0 References:

Please list the three (3) required references indicating contact person and telephone number. See Section 8.1 for instructions.

1) _____
Name Tel. #

2) _____
Name Tel. #

3) _____
Name Tel. #

2.0 Resume: Send a resume that contains education and applicable experience.
See Section 8.2 for instructions.

3.0 Additional Information: Any other information about similar work performed and any other information that demonstrates the offerors' expertise and abilities in the areas of the solicitation. See Section 8.3 for instructions.

4.0 Cost: List percentage mark-up over payments made to participants. _____ %

Please accept this as my formal proposal for Professional Services as specified by the Mississippi Department of Employment Security.

Authorized Signature: _____

Date: _____

Title: _____

Telephone No. _____

Fax No. _____

NOTE: All information requested on this proposal form must be completed. Incomplete or unsigned forms will be rejected.

ATTACHMENT C

MISSISSIPPI State Policy Number XXXX Draft State Needs Related Payments for National Emergency Grant Participants Workforce Investment Act Mississippi Department of Employment Security

I. SCOPE AND PURPOSE

Section 134(e)(3) of the Workforce Investment Act allow funds to be used for the provision of needs-related payments. The State has established a needs-related payment (NRP) policy for Hurricane Katrina National Emergency Grant (NEG) funds. These needs-related payments may be administered by the Mississippi Department of Employment Security (MDES) the appropriate local workforce investment area or by a contractor selected by MDES for that purpose. The purpose of needs-related payments is to provide support to allow eligible individuals to participate in and successfully complete core, intensive and training services that lead to permanent employment.

II. REQUIREMENTS

Needs-related payments may be provided to those unemployed participants who (1) are not employed in temporary recovery jobs; or (2) are not eligible for or have exhausted Disaster Unemployment Assistance (DUA)/ Unemployment Insurance, for purposes of enabling such eligible individuals to participate in core, intensive, and training services activities without regard to whether the applicable local workforce investment board provides NRPs to participants in its formula or NEG funded programs.

A. Eligibility

The Flexibility for Displaced Workers Act (P.L. 109-72) provides additional flexibility for grantees to provide victims of Hurricane Katrina NRPs (income support) while enrolled in core and/or intensive services, as well as in training. Participants who are receiving income under a NEG project (e.g. work experience, on-the-job training, general public sector employment, part-time unsubsidized employment) are not eligible for NRPs.

To be eligible, an individual must be eligible for and enrolled in NEG core, intensive, or approved training services. NEG eligibility is as follows:

1. An individual temporarily or permanently laid off as a consequence of Hurricane Katrina, or
2. A dislocated worker as defined by the Workforce Investment Act section 101(9) and the WIA State Policy Number 16, Dislocation Worker Registration, or

3. A long-term unemployed individual as defined by the applicable local workforce investment area (e.g. unemployed for 15 of the last 26 weeks), or
4. Any individuals who were affected by Hurricane Katrina, including those who have relocated due to the effects of Hurricane Katrina, and who were unemployed at the time on August 29, 2005, or
5. Any individuals who were affected by Hurricane Katrina, including those who have relocated due to the effects of Hurricane Katrina, and who are without employment history.

Also, in order to receive NEG needs-related payments, participants must also meet the following requirements:

6. Participant must be unemployed, and
7. Need Related Payments (NRP) must be for the purpose of enabling the participant to participate in program or training services, and
8. Participant must not be eligible for, or have exhausted UI or DUA benefits, and
9. Participant is enrolled in or has been accepted in an approved training program that will begin within 30 calendar days. The state may authorize local areas to extend the 30-day period to address extraordinary circumstances, or
10. Participant is enrolled in and actively participating in structured core and/or structured intensive services.

Definitions:

- “Approved Training” means training from a provider that meets one of the following criteria:
 - Training included on the State’s Eligible Training Provider List,
 - Training funded by the Hurricane Katrina National Emergency Grant,
 - Training funded by either of the State’s H-1B Grants:
 - High Growth, or
 - Pathways to Construction, or
 - Training at a recognized public or proprietary school being paid for by the individuals or from other resources.
- “Full-time” means enrollment in approved training in which the individual is required to participate more than 20 hours per week.
- “Structured core” or “structured intensive services” means participation in activities outlined in a written plan that includes regular contact with WIN Job

Center staff or a Reintegration Counselor. Activities may include but are not limited to assessment, counseling, resume preparation, internships and other job search activities.

B. Benefits

NEG NRPs will not necessarily provide enough money to meet all needs of a dislocated worker enrolled in core, intensive or training services. NRPs will provide income support beyond what would otherwise be available through other sources [FEMA, Red Cross, etc.]. Needs related payments will cease upon completion of training or completion of structured core and structured intensive services activities. The level of income support will be determined by the following.

1. For dislocated workers who cease to qualify for UI compensation as a result of the qualifying layoff or Hurricane Katrina, the weekly NRP payment level may be lower than but cannot exceed the applicable weekly level of the UI compensation; or
2. For adults and dislocated workers who did not qualify for UI compensation as a result of the qualifying layoff or Hurricane Katrina, the weekly NRP payment level may be lower than but cannot exceed the poverty level for an equivalent period of time. The weekly payment level must be adjusted to reflect changes in total family income as determined by local board policies.

3. NRP Rate Calculation

Needs related payments will be calculated according to the following table:

5 to 10 hours per week = \$20.00	26 to 30 hours per week = \$65.00
11 to 15 hours per week = \$30.00	31 to 35 hours per week = \$80.00
16 to 20 hours per week = \$40.00	36 to 40 hours per week = \$100.00
21 to 25 hours per week = \$50.00	

4. Maximum Benefit

Needs related payments to an individual may not exceed \$1,000 for participation in any activity or combination of activities.

C. Procedures

1. To be awarded a NRP, an eligible adult or dislocated worker must complete a WIA Hurricane Katrina NEG Support Eligibility Assessment Questionnaire and be determined eligible for NRPs by the case manager.
2. The eligible participant must be enrolled in approved full-time training or structured core and/or structured intensive services; and,

3. Following enrollment, the participant must be making satisfactory progress in an approved training program, structured core or structured intensive services. Progress will be documented using the NRP Progress Certification form to ensure that the individual is making satisfactory progress. Satisfactory certification may be a document signed by:
 - a. The registrar or an equivalent person designated by an educational institution where the individual is attending training; or
 - b. The WIN Job Center Manager or equivalent staff designated by the provider where the individual is attending structured core and/or structured intensive services.

E. Waiver

NRPs provided with Hurricane Katrina NEG funds are done so as a result of the special provisions contained in the Flexibility for Dislocated Workers Act (P.L. 109-72) for those impacted by the 2005 Gulf Coast hurricanes (TEGL 16-03, Change 3; 20 CFR 671.170(b)(5)).

III. EFFECTIVE DATE

This policy is effective April 1, 2006. It will remain in effect throughout the life of the Hurricane Katrina National Emergency Grant, as modifies or rescinded or replaced through a grant modification.

Support Eligibility Assessment Questionnaire

Please note that a "no" answer to question 1 would disqualify you for needs-related payments (NRPs).

1. Are you unemployed or have you received notification of layoff?
Yes No

Please note that a "yes" answer to questions 2 through 4 would disqualify you for needs-related payments (NRPs).

2. Do you qualify for Unemployment Insurance Compensation (UI) benefits?
Yes No
3. Do you qualify for Disaster Unemployment Assistance (DUA)?
Yes No
4. Do you qualify for Trade Readjustment Allowances (TRA)??
Yes No

Please note that a "no" answer to questions 4 and 5 would disqualify you for needs-related payments (NRPs).

5. Have you ceased to qualify for UI benefits?
Yes No
6. Have you ceased to qualify for DUA benefits?
Yes No
7. Have you ceased to qualify for Trade Readjustment Allowances?
Yes No

Have you considered all "other resources" available that will help you successfully participate in your full-time training program? Examples of other resources include but are not limited to: Pell grants, severance pay, other family income (spouse's income).

8. Will "other resources" meet your need to support you while attending school full-time?
Yes No
9. Do you need income support beyond your "other resources" available in order to participate in training?
Yes No

NRPs are not intended to provide the entire amount of income support you may need to complete your training. If you are awarded NRPs, they will be based on this support analysis and the weekly level of NRP payments will be determined by the WIN Job Center. These payments are made to help you while making satisfactory progress in your efforts to acquire meaningful employment. NRPs are subject to your eligibility for the program and total funds available.

All answers and statements are true and complete to the best of my knowledge. I understand that untruthful or misleading answers are cause for rejection of my determination or fraud of mispayment, which may require my repayment of any NRPs provided.

Name: _____
(PRINT)

Signature: _____ *Date:* _____

WIN Job Center Certification

By: _____
Date: _____

**NRP Progress Certification
and
Request for Needs-Related Payments**

Participant Name

Social Security Number

Street Address

City

State

Zip

Phone Number (Include Area Code)

Week Beginning

Needs-Related Payment Amount

Week Ending

Did you claim or intend to claim any type of employment insurance benefits for the week of participation in core, intensive, or training activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Weekly Claim Amount: \$_____
Did you receive any payments for work or vacation for the week of participation in core, intensive or training activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Amount: \$ Employer: _____
Did you maintain satisfactory progress in core, intensive, or training activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, explain: _____
How many hours did you participate in core, intensive or training activities?	<input type="checkbox"/> Core <input type="checkbox"/> Intensive <input type="checkbox"/> Training	_____ Hrs _____ Hrs _____ Hrs

Comments: _____

Signature of Participant

Date

Signature of Win Job Center Staff/Instructor

Date

ATTACHMENT D

**STATE OF MISSISSIPPI
POLICY NUMBER XXXX
SUPPORTIVE SERVICES POLICY
FOR HURRICANE KATRINA
NATIONAL EMERGENCY GRANT PARTICIPANTS
Workforce Investment Act**

I. INTRODUCTION

Section 134(e)(2) of the Workforce Investment Act and the Hurricane Katrina National Emergency Grant (NEG) allow funds to be used for the provision of supportive services. Further, the Workforce Investment Act recognizes the need to assist participants in obtaining services and training and retaining employment. Consequently, NEG funds may be used to provide needed supportive services to participants when the needed assistance is not available through non-NEG sources. Supportive services include assistance with transportation, child or dependent care, housing, and other necessities required for participation in NEG services.

II. SPECIFICATIONS REQUIREMENTS**A. Determination of Supportive Services Needs**

In section 101(46), WIA identifies supportive services as services "...that are necessary to enable an individual to participate in activities authorized under this title." At WIA registration and at regular intervals thereafter, WIN Job Center or other appropriate staff shall review the participant's needs to determine whether supportive services are necessary. The first option shall always be to refer the participant to other agencies or programs providing the needed services through non-WIA sources.

B. Eligibility for Supportive Services

WIA funded supportive services shall be available to participants while enrolled and on a limited basis as a follow-up service for up to one year after exit.

C. Supportive Services

WIA funded supportive services shall be limited to the following:

1. **Fees:** Test fees or costs related to licensure and/or certification resulting from completion of an approved training program.
2. **Cash Financial Assistance Supportive Service Payments:** Hurricane Katrina National Emergency Grant participants who are in school-based training and not receiving a wage may receive a cash financial assistance supportive service payment equivalent to \$2.00 per hour for each hour of documented actual participation. Such assistance is deemed necessary to assist with incidental costs of attending the skills training such as housing or

food. Participants shall not receive payments for any hours in which they do not actually participate.

3. **Training Transportation Assistance:** Hurricane Katrina NEG participants enrolled in the training may receive pre-paid gas cards based on the following schedule:

Weekly Commuting Distance	Weekly Value of Pre-Paid Card
0-200 miles	\$50
200 - 299 miles	\$100
300 - 499 miles	\$150
500 or more miles	\$200

Transportation assistance for the purpose of attending approved training will not exceed a maximum of 26 (twenty-six) weeks of training.

Employment Transportation Assistance: NEG participants may participate in commuter transportation programs for the purpose of travel to and from work to retain employment. Van pool operators will be reimbursed based on its established monthly rate not to exceed \$100 per week per participant.

Transportation assistance for the purpose of commuting to and from work will not exceed a maximum of 26 (twenty-six) weeks.

4. **Child Care Expenses:** Hurricane Katrina NEG participants who need assistance with child care expenses in order to participate an NEG program may receive a weekly WIA child care voucher as follows:

Number of Children	Weekly Reimbursement
1	\$75
2	\$125
3	\$175
4 or more	\$200

Child Care assistance for the purpose of attending approved training will not exceed a maximum of 26 (twenty-six) weeks of training.

5. **Clothing, Equipment, and Supplies:** Hurricane Katrina NEG participants who require specific work-related clothing, equipment, tools, supplies or other necessary items in order to accept a valid job offer or to establish legitimate self-employment may be provided with the required items or reimbursed for the cost of such items up to a maximum of \$1,000.

A valid job offer is defined as a legitimate offer of employment verifiable through verbal or written communication with the prospective employer.

Contact with the employer verifying the offer of employment shall be documented in the participant's file. Legitimate self-employment is defined as the establishment of a legitimate and legal business by an individual. Proof shall be provided by the participant that he/she intends to operate a legitimate and legal business, evidenced by a federal tax identification number or other verification of the establishment of the business. Individuals are required to successfully complete Entrepreneurial Skills Training. A certificate or other proof of completion of the training shall be documented in the participant's file.

6. **Supportive Services are not an entitlement.** Prior to the provision of any Supportive Services, justification of need must be documented and included in the participant file. All Supportive Services will be fully coordinated with services available from non-NEG sources. Provision of Supportive Services is contingent upon availability of NEG funds and may be based on "most-in-need" criteria. The menu of Supportive Services may be limited based on availability of funds.

III. DOCUMENTATION REQUIREMENTS

Documentation shall be maintained in individual participant files to support the provision of supportive services. All other reasonably available sources must be exhausted prior to any expenditure of NEG funds. At a minimum, participant files shall include the following types of documentation:

- Staff notes determining individual need for all supportive services; and
- Staff notes showing why non-WIA resources are unable or insufficient to meet the participant's need; and
- A log tracking disbursement of all non-cash supportive services; and
- Records for all cash financial assistance supportive services payments.

IV. EFFECTIVE DATE

This policy is effective April 1, 2006.

Supporting Services Contract between ????

And the Mississippi Department of Employment Security

This Supportive Services Contract (hereinafter referred to as “Contract”) is entered into by and between ????, having his/her principal place of business at ??? (hereinafter referred to as “Contractor”) and Mississippi Department of Employment Security having its principal place of business at 1235 Echelon Parkway, Jackson, MS 39213 (hereinafter referred to as “MDES” or “State”).

This Contract sets forth the terms and conditions pursuant to which Contractor shall provide certain consulting services for the benefit of MDES.

Article 1 Term of Agreement

The term of the Consulting Contract shall be from November 10, 2006 (tentative), through June 30, 2007 with an option to renew for a six month period provided, however, that any Contract extension shall be under the same prices, terms, and conditions as in the original Contract, and shall be agreed to, in writing, by the State and the Contractor. The period of performance under the initial Contract term and under any extension shall be conditioned upon the receipt of funds and satisfactory performance during prior years as determined by the MDES.

Article 2 Scope of Services

The objective of this proposal is to develop a mechanism to process payment of support services to eligible NEG participants. Payments will be made to individuals based on the MDES Support Services and Needs Related Payment policies included as Attachment C and D. WIN Job Center staff will determine NEG participant eligibility and level of support service payments.

The MDES is requesting sealed proposals from contractors who will support MDES in the following aspects of the provision of support services payments to individuals participating in the NEG program.

- ❑ Coordination with MDES WIN Job Centers to process payments on a statewide basis to NEG participants
- ❑ Timely payments to NEG participants
- ❑ Maintenance of documentation that supports payments to individuals.
- ❑ Compliance with guidelines established in NEG policies inclusive of time restrictions and monetary levels.
- ❑ Provide weekly itemized invoices.
- ❑ Make records associated with payments under available to MDES at any time for review and audit at discretion of MDES.

Article 3 Consideration and Method of Payment

In Consideration for performance of this Agreement, MDES agrees to pay contractor ____% mark-up over payments made to participants.

MDES agrees to pay Contractor in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that MDES is exempt from the payment of taxes. All payments shall be in the United States currency.

Acceptance by Contractor of the payment from MDES shall operate as a release of all claims against the State by Contractor.

Article 4 Employment Status

Contractor shall, during the entire term of this Contract, be construed to be an Independent Contractor. Nothing in this Contract is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

Contractor represents that it is qualified to perform the duties to be performed under this Contract. Moreover, Contractor agrees that he/she will be the sole performer of the duties to be performed under this Contract.

It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDES for any purpose from said Contract sum.

Article 5 Modification or Renegotiation

This Contract may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Contract if federal and/or state revisions of any applicable laws or regulations make changes in this Contract necessary. All modifications or amendments to this Contract must be approved by the Personal Service Contract Review Board.

Article 6 Availability of Funds

It is expressly understood and agreed that the obligation of MDES to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient,

either through the failure of the federal government to provide funds, or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. MDES shall pay all actual costs and expenses incurred by the Contractor up to the point of termination of this agreement. The effective date of termination shall be as specified in the notice of termination.

Article 7 Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state and local laws and regulations.

Article 8 Approval

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this Contract.

Article 9 Contract Documents

The Contractor is advised that the RFP and their proposal as accepted *is incorporated fully within and* is part of the final Contract. Precedence of Contractual documents will be Contract, RFP, and Proposal (as accepted).

Article 10 Hold Harmless

To the fullest extent allowed by law, Contractor agrees to indemnify, defend, save and hold harmless, protect, and exonerate MDES, the State, its officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, and attorney's fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, or employees in the performance of or failure to perform this Contract.

Article 11 Representation Regarding Contingent Fees

The Contractor represents that it has not retained a person to solicit or secure a State Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

Article 12 Representation Regarding Gratuities

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

Article 13 Procurement Regulations

The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

Article 14 Authority to Contract

Contractor warrants that he/she has valid authority to enter in to this Contract; that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, Contractual or other agreement of any kind, and notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

Article 15 Notice

Any notice required or permitted to be given under this Contract shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their business address listed herein. MDES address for notice is: Les Range, Deputy Executive Director, Chief Operating Officer, MDES, 1235 Echelon Parkway, Jackson, MS 39213. Contractor address for notice is: ????. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

Article 16 Disputes

Any dispute concerning a question of fact under this Contract which is not disposed of by agreement of the Contractor and MDES, shall be decided by the Executive Director of MDES or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

Article 17 Compliance with Laws

The Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Article 18 Stop Work Order

1. **Order to Stop Work** The State may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of cost allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDES shall either:
 - (a) cancel the stop work order; or
 - (b) terminate the work covered by such order as provided in the Termination section of this Contract.
2. **Cancellation or Expiration of the Order** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and

- (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the State decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

3. **Termination of Stopped Work** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price Clause** Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Modification or Renegotiation section of this Contract.

Article 19 Sovereign Immunity

By entering into this Contract with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

Article 20 Confidential Information

Contractor shall treat all MDES data and information to which it has access by its performance under this Contract as confidential to the extent that confidential treatment of same is required under federal and/or state law and shall not disclose such data or information to a third party without specific written consent of MDES. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform MDES and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of this Contract.

Article 21 Ownership of Documents and Work Products

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of MDES upon completion of this Agreement or upon termination of this Agreement. MDES hereby reserves all rights to

the databases and all application thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDES.

Article 22 Survival

Any articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

Article 23 Debarment and Suspension Certification

Contractor certifies that he: (a) is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) is not presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) has not, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

Article 24 Termination

Notwithstanding any other provision of this Contract to the contrary, this Contract may be terminated as follows: (a) upon the mutual, written agreement of the parties; (b) MDES shall be entitled to terminate, in addition to all other rights, this Contract at any time during the Contract. MDES shall provide Contractor with written notice of termination and shall pay all Contractor invoices representing services performed, as well as actual expenses, through the date of termination; (c) Contractor shall be entitled to terminate the Contract with a minimum of two-week prior notice. The provisions of this section do not limit either party's right to pursue any other remedy available at law or equity.

For the faithful performance of the terms of this contract, the parties hereto have caused this contract to be executed by their undersigned authorized representation.

In witness whereof, this contract has been entered into and executed by the parties hereto in duplicate originals.

By: _____
Ms. Tommye Dale Favre
Executive Director

Witnesses: _____

Witness my signature this _____ day of _____, 2006.

By: _____
Title: _____

Witnesses: _____
